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BY THE HOUSE OF DELEGATES,
MARCH 25, 1870.

Read and ordered to be printed.

By order,

MILTON Y. KIDD,
Chief Clerk.

MINORITY REPORT

FROM

Committee on Public Buildings

IN REFERENCE TO THE

CLAIM OF WM. BLACK,

For the Purchase of a Lot and the Erection of a Stable and Carriage House for the State of Maryland, in the City of Annapolis.

ANNAPOLIS:
WILLIAM THOMPSON OF R., STATE PRINTER.
1870.

REPORT.

To the Honorable, the General Assembly of Maryland:

The undersigned, members of the Joint Committee of the two Houses on Public Buildings, beg leave to dissent from the Report of the Committee in reference to the claim of Mr. William Black, for the erection of the stable and carriage house for the State of Maryland, in the City of Annapolis. In the opinion of the undersigned, the Report does great injustice to the claimant, both in its statements and conclusions. The claim which amounts to $13,937.59, is for materials furnished and labor expended in the erection of an extensive two-story brick stable and carriage house, the second story of which is finished as a dwelling house, with all the fixtures, including the cost of a lot on which the building is erected. It is not pretended that the work is not well done. On the contrary, every person who has appeared before the Committee has concurred in the opinion that the materials and workmanship are of the very best description. The claim is supported by the affidavit of the claimant, and is accompanied by *vouchers* for every item of materials and workmanship charged in the account. Some of these accounts have already been discharged in full by Mr. Black; on others partial payments have been made, and the residue is due to mechanics and material-men, whose labor and property have been placed in the building. No person has appeared before the Committee who has disputed the correctness of the charges, and they stand as entirely free from suspicion of over charge as those presented by the builders of the Executive Mansion, or by any other claimants before the General Assembly.

The claimant repeatedly applied to the Committee to select

some sworn officer from the City of Baltimore, to measure the work and compute its fair value, and declared himself altogether willing to abide by the result of that measurement, and this course was urged by the undersigned, as the fairest mode of ascertaining what should actually be charged against the State. The building thus erected, was built under the supervision of the State's architect, and has been approved and accepted by him, and since the first of January, has been in the occupation and use of the Governor. It cannot be pretended that the building was not erected in strict conformity with the plan and specifications furnished by the architect, except in one particular, where a brick nine inch partition wall was substituted for a studding partition, which the mechanics considered was essential to the security of the building. Since the building has been erected in a satisfactory manner, and in conformity with the plans prepared by the State's architect, and is proved to have cost the sum charged for work and materials, the undersigned is at a loss to conceive any good reason why the State should not pay the proved value of property which it has thus accepted and is now using as its own.

The only assignable reason for refusing to deal with this creditor of the State, as the same Committee has recommended the General Assembly to deal with other creditors similarly situated, is found in the idea that the Committee on Public Buildings, who authorized the erection of the Stable, passed a resolution that its cost should not exceed seven thousand dollars. But that same Committee approved of the modified plans and specifications of the architect, and directed him to proceed in the erection of the Stable, in conformity therewith. It is not claimed that any contract was ever entered into with Mr. Black, limiting him to the expenditure of seven thousand dollars, or that he was ever informed that any such limitation was applicable to the modified plans and specifications. What was the builder to do when he was presented by the architect with the plans, and told to proceed with the work? Had he the right to reject or omit any part of the plan, from the fear that the building would prove too expensive? His duty required him to follow

the instructions of the architect, notwithstanding he exceeded the sum he might have heard named in the first instance as the probable cost of the Stable, for he was never furnished with the detailed estimates of the cost, as first planned. He had no more right to depart from the specifications than the builder of the Executive Mansion would have had to vary or limit the designs furnished him by the same architect.

That the cost exceeded the first rough estimate is not a novel or unusual circumstances. The same result appeared in connection with the Executive Mansion, but the Committee after full examination, became satisfied that this excess was unavoidable, and very properly reported a bill to pay the whole amount of the deficiency. If the builder followed the official plans and specifications as he is shown to have done, and if the work was faithfully done, as is also conceded on all hands, the undersigned do not believe it to be consistent with fairness to withhold from him the compensation to which he is fairly entitled. No honest man would refuse to pay what he knew was the fair cost of a building, simply because the architect had ignorantly estimated the probable expense, before its commencement, at a lower sum than its actual cost. Such a man would be availing himself of a technicality to keep back the fair wages of his neighbor. Surely the State should be unwilling to adopt another rule of morality; and yet the case supposed, would be a far stronger one against the State than that under consideration, for Mr. Black never was called upon to enter into a contract to build the House, never was furnished with estimates of cost, and never, as he solemnly avers, supposed for a moment that the building could be erected for seven thousand dollars, when all who have examined the plans and specifications, declare that they call for an expenditure of nearly seven thousand dollars for materials alone.

Signed,

GEORGE WELLS, Jr.